

CHECK SHEET

Sheets of this tariff are effective as of the date shown at the bottom of the respective sheet(s). Original and revised sheets as named below comprise all changes from the original tariff and are currently in effect as of the date on the bottom of this page.

SHEET	REVISION
1	2nd
2	6th *
3	6th *
3.1	Original *
4	2nd
5	2nd
6	2nd
7	2nd
8	3rd
9	2nd
10	2nd
11	2nd
12	2nd
13	2nd
14	2nd
15	2nd
16	2nd
17	2nd
18	2nd
19	2nd
20	2nd
21	2nd
22	2nd
23	2nd
24	2nd
25	2nd
26	2nd
27	2nd
28	2nd
29	2nd
30	2nd
31	2nd
33	2nd

Issued: June 18, 2009

Effective: July 3, 2009

by: Christopher J. Bunce, Vice President Legal and General Counsel
2300 Main St. Suite 600
Kansas City, MO 64108

*Indicates pages submitted with most recent filing.

BIRCH COMMUNICATIONS, INC.
ACCESS SERVICES TARIFF

Kentucky Tariff No. 3
6th Revised Sheet 3
Replaces 5th Revised Sheet 3

CHECK SHEET, (CONT'D)

SHEET	REVISION	
34	4th	*
35	2nd	
36	2nd	
37	2nd	
38	2nd	
39	2nd	
40	2nd	
41	3rd	
42	3rd	
43	2nd	
44	2nd	
45	2nd	
46	3rd	
47	2nd	
48	2nd	
49	2nd	
50	3rd	
51	3rd	
52	2nd	
53	3rd	
54	3rd	
55	3rd	
56	4th	
57	3rd	
58	2nd	
59	2nd	
60	2nd	
61	3rd	
62	2nd	
63	2nd	
64	2nd	
65	2nd	
66	3rd	
67	3rd	

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CONCURRING CARRIERS

Birch Telecom of the South, Inc. dba Birch Communications of the Southeast

(N)
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(N)

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SECTION 2 - RULES AND REGULATIONS, (CONT'D)

2.5 Payment Arrangements, (cont'd)

2.5.2 Billing and Collection of Charges, (cont'd)

The Customer shall notify the Company of any disputed items on an invoice within 90 days of receipt of the invoice. If the Company does not receive notice of a dispute in writing within 90 days from receipt of the invoice, the invoice shall be considered correct, final, and binding on the Customer for all purposes and the Customer shall be deemed to have waived any right to dispute that invoice. If the Customer and the Company are unable to resolve the dispute to their mutual satisfaction, the Customer may file a complaint with the Commission in accordance with the Commission's rules of procedures.

(N)
|
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(N)

In the event the Company incurs fees and expenses, including attorneys fees, in collecting, or attempting to collect, any charges owed the Company, the Customer will be liable to the Company for the payment of all such fees and expenses reasonable incurred.

(T)

2.5.3 Refusal and Discontinuance of Service

- A. Upon nonpayment of any amounts owing to the Company, the Company may, by giving requisite prior written notice to the Customer discontinue or suspend service without incurring any liability.
- B. Upon violation of any of the other material terms or conditions for furnishing service the Company may, by giving 30 days' prior notice in writing to the Customer, discontinue or suspend service without incurring any liability if such violation continues during that period.
- C. Upon condemnation of any material portion of the facilities used by the Company to provide service to a Customer or if a casualty renders all or any material portion of such facilities inoperable beyond feasible repair, the Company, by notice to the Customer, may discontinue or suspend service without incurring any liability.
- D. Upon any governmental prohibition, or required alteration of the services to be provided or any violation of an applicable law or regulation, the Company may immediately discontinue service without incurring any Liability.